

#1337

A G R E E M E N T

B E T W E E N

TOWN OF GUTTENBERG
HUDSON COUNTY, NEW JERSEY

AND

LOCAL 88, NEW JERSEY
STATE POLICEMEN'S BENEVOLENT ASSOCIATION, INC.
(SUPERIOR OFFICERS)

JULY 1, 1996 TO JUNE 30, 2003

LAW OFFICES:

SCHNEIDER, GOLDBERGER, COHEN, FINN,
SOLOMON, LEDER & MONTALBANO, P.C.
1700 Galloping Hill Road
Kenilworth, New Jersey 07033
(908) 298-8800

PREMABLE

This Agreement entered into this _____ day of _____, 1999, by and between the TOWN OF GUTTENBERG, in the County of Hudson, New Jersey, a municipal corporation of the State of New Jersey, (hereinafter called the "Town"), and LOCAL NO. 88, NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, INC., (hereinafter called the "Association") represents the complete and final understanding on all bargainable issues between the Town and the Association.

ARTICLE I - RECOGNITION

A. The Town hereby recognizes Local No. 88, New Jersey State Policemen's Benevolent Association, Inc., as the exclusive collective negotiations agent for all Supervisors in the Police Department of the Town.

B. The title of Supervisors shall be defined to include the plural as well as the singular and to include males and females.

ARTICLE II - MANAGEMENT RIGHTS

A. The Town hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of, New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights.

1. To the executive management and administrative control of

the Town government and its properties and facilities and the activities of its employees;

2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

3. To take any permissible disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Town, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution of Laws of New Jersey, including Chapter 303 of the Laws of 1968, and the United States.

ARTICLE III - GRIEVANCE PROCEDURE

To provide for the expeditious and mutually satisfactory settlement of grievance arising under this Agreement the following procedures shall be used.

For purposes of this Agreement, the term "grievance" means any complaint, difference or dispute between the employer and any employee with respect to the interpretation, application, or violation of any provisions of this Agreement or any applicable rules or policies, agreements or administrative decisions affecting

any employee(s) covered by this Agreement.

Disciplinary action shall not be subject to the grievance procedure.

The procedure for settlement of grievance shall be as follows:

(a) STEP ONE In the event that any employee covered by this Agreement has a grievance, within ten (10) working days of the occurrence of the event being grieved, the employee shall present the grievance in writing to the Chief of Police or the Officer in charge of the Department in the event of the Chief's absence; copy to Mayor and Chairman, Police Committee. Every effort shall be made to adjust, compromise and settle same fairly if at all possible.

(b) STEP TWO If the Association wishes to appeal the decision of the Chief of Police (or the officer in charge if the Chief is absent), it shall be presented in writing to the Chairman, Police Committee or its delegated representative within ten (10) working days, who may give the Association the opportunity to be heard and will give his decision in writing within ten (10) working days of receipt of the written grievance. All prior correspondence and materials shall be reviewed before decision.

(c) STEP THREE If not resolved, similar appeal may be made to the Governing Body in like fashion, who shall render written decision within twenty (20) days of filing of hearing, whichever is later.

(d) STEP FOUR (1) If not satisfactory resolution of the grievance is reached at Step Three then within five (5) working days the grievance shall be referred to the Public Employment Relations Commission for the selection of an Arbitrator, pursuant to the rules of said Commission. The decision of the Arbitrator shall be final and binding upon the parties. If within the scope of this Agreement, which shall be controlling, the Arbitrator shall rule on agreed facts submitted to him/her. The expense of such arbitration shall be borne equally by the parties.

(2) It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the employer's governing body or its representative on the grievance.

(3) Employees covered by this Agreement shall have the right to process their own grievance without representative; or to settle or withdraw any grievance proceeding at any stage.

(4) The cost of Arbitrator shall be borne equally by the parties but each party shall be responsible for such other costs as he may incur.

ARTICLE IV - PBA REPRESENTATIVES

A. The Town agrees to grant time off, not to exceed one (1) week, to an employee designated by the PBA to attend State and International meetings or conventions provided seventy-two (72) hours written notice is given to the Chief of the Department by the

organization. No more than three (3) employees shall be granted time off at any one time.

B. Accredited representatives of the Association may enter the Town facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustments of grievances. When the Association decides to have its representatives enter the Town facilities or premises, it will request such permission from the appropriate Town representatives and such permission will not be unreasonably withheld, provided there should be no interference with the normal operations of the business of the Town Government or normal duties of employees.

C. One (1) Association representative and one (1) assistant Association representative may be appointed to represent the Association in grievances with the Town.

D. During Collective negotiations, authorized Association representatives, not to exceed four (4), shall be excused from their normal work duties to participate in collective negotiations sessions that are reasonable and necessary and shall suffer no loss of regular pay.

ARTICLE V - DEDUCTIONS FROM SALARY

A. The Town agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.) 52:14-15.9(e), as amended.

Said monies together with records of any corrections shall be transmitted to the Association office by the fifteenth of each month following the monthly pay period in which deductions were made.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the Town written notice prior to the effective date of such change and shall furnish to the Town new authorizations from its members showing the authorized deduction for each employee.

C. The Association will provide the necessary "check-off" authorization form and deliver the signed forms to the Town Treasurer. The Association shall indemnify, defend and save the Town harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by the reason of action taken by the Town in reliance upon salary deductions authorization cards submitted by the Association to the Town.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Town in its rights to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Association or its members.

ARTICLE VI - NO-STRIKE PLEDGE

A. The Association covenants and agrees that during the terms of this Agreement neither the Association nor any person acting in

its behalf will cause, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employees from his position, or stoppage of work or abstinence in whole or in part, for the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other deliberate interference with normal work procedures against the Town. The Association agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown or walkout it is covenanted and agreed that participation in any such activity by an employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the Grievance Procedure contained in Article III.

C. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other deliberate interference with normal work procedures against the Town.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Town in its rights to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Association or its members.

ARTICLE VII - NO LOCKOUT PLEDGE

A. Consistent with the law and with the terms of this Agreement, each of the parties hereto agree that they will fulfill their obligations to one another and the Town further agrees that it shall not illegally lock out employees or members of the Association or interfere in lawful operations of the Association.

B. The parties agree that all existing practices and procedures in the Guttenberg Police Department cannot be set forth in this Agreement. The parties accordingly agree that regular and established practices and procedures, shall not be rescinded or materially altered without bargaining in good faith, where the interests of the employees are to be adversely affected.

C. Nothing contained in this Agreement shall be construed to limit or restrict the Association its right to seek and obtain such judicial relief or administrative relief as they may be entitled to have in law or equity, for injunction or damages or both, in the event of a breach by the Town or its agents.

ARTICLE VIII - HOURS AND OVERTIME

The work schedule for employees covered by this Agreement shall be the "4-2" schedule which annual work schedule shall be posted not later than February 1 of each calendar year. The normal work day shall be eight hours which shall include appropriate meal and rest periods pursuant to prior practices. A copy of this schedule is annexed as Exhibit A.

A.1. An employee who is required to work longer than his regular tour of duty shall be paid overtime at the rate of time and one-half his regular straight time rate of pay. In construing such overtime, the payments shall be made on the following basis:

- a. Up to the first 16 minutes -no pay
- b. 16 through 30 minutes -30 minutes pay
- c. 31 through 60 minutes -1 hour pay

d. Thereafter, overtime shall be paid at the rate of time and one-half his regular straight time rate of pay, for all time worked beyond the regular tour of duty. If an employee shall opt for compensatory time off instead of cash payment, such time shall be taken only as scheduled by the Chief, so as not to interfere with departmental operation.

2. If an employee is recalled to duty on his time off, he shall be paid a minimum of four (4) hours pay at time and one-half. This shall not apply if the overtime is continuous with his regular tour of duty.

3. Overtime shall be paid every two weeks.

B. On all extra work not budgeted for regular Town police duty, such as special security duty, pool detail, crowd control and the like, the entity seeking extra security shall make proper arrangements for payment, at no less than \$35.00 per hour. Such assignments shall be done by the Town as fully covered and protected "police work."

C. An employee required to work in place of a supervisory officer shall receive the next higher rate of pay of said employee, provided the employee works a full tour.

ARTICLE IX - VACATIONS

A. Each employee shall be entitled to select as his initial vacation request one or more work weeks which shall commence from the first day of the scheduled work time.

B. The vacation list shall be promulgated in January for the full calendar year (January 1 to December 31). All vacation currently on the books may be carried forward at the 1994 rate. Beginning in 1995, a maximum of five (5) days may be carried over to the following year. Only one police supervisor per shift may be off at the same time per selection. Vacation picks shall be chosen by rank first, then seniority.

All vacation requests for prime time, June 15 to September 15, shall be submitted by April 30 by each officer to the Chief of the Police Department. A police supervisor may only schedule two (2) weeks during this time, and once vacation is approved it cannot be cancelled. There must at all times be a minimum of three (3) supervisors working per shift. Changes may be approved if no overtime results; slips with request for approval are required.

C. Approval by the Department shall be given to each employee not later than May 31st and no vacation request for prime time

submitted prior to April 30 and granted in accordance with this contract can be superseded by a second request regardless of seniority.

D. All leave time, including vacations, shall be permitted for the time period from January 1 through December 15 of each calendar year with approval of the Department, which shall be reasonably exercised.

E. Leave time between December 16 through December 31 shall be permitted with the approval of the mayor and Council, which approval shall not be unreasonably withheld.

F. All supervisors in current employ shall receive annual vacation leave:

| | |
|------------|------------------|
| Sergeant | 29 days per year |
| Lieutenant | 32 days per year |
| Captain | 35 days per year |

In the event a police supervisor works less than a full calendar year, he shall receive a pro rata share of his vacation.

G. The following provisions shall apply to police supervisors hired after May 1, 1994:

- (i) New hires shall receive one day per month in first year of service.
- (ii) After one year of service and not more than five years of service, police supervisors shall receive fifteen days.

- (iii) After five years of service and not more than ten years of service, police supervisors shall receive twenty days.
- (iv) After ten years of service, police supervisors shall receive twenty-six days.

ARTICLE X - HOLIDAYS

A. All police supervisors shall receive fourteen (14) paid holidays per annum.

B. All employees, at their discretion, shall be entitled to the holidays referenced herein to be paid either in cash or in time off. The employee shall notify the employer no later than December 1 of the year preceding the year in which the holidays will be taken as to how many holidays the employee wishes to be paid in cash or how many in compensatory time, not to exceed seven (7) holidays. In the event an employee elects to receive holidays in time off such shall be provided in accordance with the prevailing departmental practices and procedures. One half of the holidays which are to be paid in cash shall be paid in the first pay period in July of each year, and the other one-half of the holidays to be paid in cash shall be paid in the first pay period of December of each year.

ARTICLE XI - SICK LEAVE AND BEREAVEMENT LEAVE

A. Sick Leave

1. Sick leave, as used herein, shall be defined as an illness, injury or disability that prevents an employee from performing his normal duties; or where an employee is quarantined because of exposure to a contagious disease or illness.

2. The employee shall notify the Department at least one (1) hour prior to the commencement of his tour of duty whenever possible. Said notice shall state the nature of the cause of the absence from duty.

3. Where an employee is out on sick leave for three (3) or more consecutive days or where an employee has established a pattern of sick time use, the Department may, at its discretion, reasonable require the employee to submit acceptable medical evidence to substantiate the absence.

4. The Town may require an examination by a physician retained by the Town of an employee absent for medical reasons. However, such examination shall be at the sole cost and expense of the Town and a copy of the results of such examination shall be supplied to the employees.

5. All employees covered by this Agreement shall be granted sick leave on an as needed basis up to a maximum of one (1) year for each occurrence or need.

6. The employee organization recognizes the right of the employer to discipline, in accordance with applicable law, any employee who misrepresents facts or malingers under this clause.

The PBA in no way endorses or supports any person who misrepresents facts or malingers under this clause.

7. Each employee may be requested to present a medical certificate for each illness over eight (8) individual occurrences in a calendar year. For purposes of this provision, an occurrence consists of a single or two (2) day absence from duty due to illness.

8. Effective December 31, 1998 all police supervisors having a bank of sick days shall have those days converted to compensatory days. (For example, if a police supervisor had 20 banked days, that police officer will now have 20 compensatory days.) These compensatory days shall be segregated and not commingled with other compensatory days. Unlike other compensatory days, these compensatory days may be carried over from year to year. Police supervisors shall have the option to request time off by using these compensatory days. The request shall be approved by the Town unless the use of such compensatory time will cause overtime. Police supervisors shall not be entitled to a lump sum payment for these compensatory days.

B. Bereavement Leave

1. In case of death in the immediate family, an employee shall be granted leave from the day of death, up to and including the day of the funeral.

2. Immediate family shall be defined as the spouse, child,

stepchild, mother, father, brother or sister, or grandparents, of the employee or his/her spouse.

3. If the funeral is further than 100 miles from Guttenberg, NJ, an additional one (1) day travel time shall be allowed.

4. Reasonable verification may be required by the Town.

ARTICLE XII - HEALTH AND WELFARE INSURANCE

A. The Town shall provide health insurance coverage as heretofore provided, including Blue Cross, Blue Shield, Major Medical and Rider "J", in accordance with the provisions of the policy, and rules of the carrier. The Town shall pay the full cost of the foregoing program for the employee, and his family, and shall have the right to change insurance carriers so long as substantially similar benefits are provided.

B. The Town shall provide the employee with legal aid as required by N.J.S.A. 40A:14-155.

C. All Town police employee shall receive full hospitalization benefits after retirement.

D. (1) The Town shall maintain the family prescription plan; dental program and vision program as are presently provided to employees covered herein.

(2) The Town shall have the right, pursuant to law, to change insurance carriers or to self-insure so long as substantially similar benefits are provided the employees covered

herein.

ARTICLE XIII - EQUIPMENT

A. All patrol cars shall be equipped with the following items:

1. One (1) heavy duty hand light.
2. One hundred (100) feet of rope.
3. One (1) serviceable first aid kit.
4. One (1) fire extinguisher.
5. Night stick holder.
6. One (1) 350 degree light (except unmarked vehicle).

B. All future patrol cars shall be equipped with:

1. An electronic audio warning device.
2. Interior trunk locks.
3. Alley lights or spot lights.
4. A secured gun case will be mounted in Police Headquarters in the plain view of the public behind the police desk for the keeping of shotguns.
5. There shall be one hand radio for every man on a shift.
6. Two police cars to be used from 9 p.m. to 8 a.m. every day of the week.

C. It shall be the objective of the parties to promote the health and safety of the employees in their employment, consistent with the realities of police work, within normal limits imposed by age of equipment, normal wear and tear; and regular resource levels

in Guttenberg. All questions relating to health and safety shall be considered carefully and promptly by the Police committee and/or the Board of Council to the end that such reasonable health and safety standards shall be maintained.

ARTICLE XIV - CLOTHING ALLOWANCE

The clothing allowance provided each employee covered by this Agreement shall be Five Hundred (\$500.00) Dollars (1988); Six Hundred (\$600.00) Dollars (1989), and Seven Hundred (\$700.00) Dollars (1990), which shall be paid in one lump sum within 30 days after the adoption of the municipal budget or June of each calendar year, whichever is earlier. Such shall be used for the purchase, repair and upkeep of police apparel.

Clothing and equipment damaged in the line of duty shall be replaced after inspection by the Town.

ARTICLE XV - MILITARY LEAVE

A. Any employee called into the Armed forces of the United States during national emergency shall receive the protection of all applicable law.

ARTICLE XIV - RETENTION OF BENEFITS

The provisions of all Municipal Ordinances and Resolutions which are applicable to members of the bargaining unit shall remain in full force and effect, except as modified herein, during the term of this Agreement, and shall be incorporated in this Agreement

as if set forth herein at length.

ARTICLE XVII - LEAVE OF ABSENCE

A leave of absence without pay may be granted for good cause to any employee for a period of six (6) months. Such leave shall be granted at the sole discretion of the Councilman in charge of the Police Committee after recommendation from the Chief. The leave may be extended for an additional six (6) months.

ARTICLE XVIII - RETIREMENT

A. Employees shall retain all pension rights under New Jersey Law and the ordinances of the Town of Guttenberg.

B. In the event the appropriate State Pension Board of the Legislature make any mandatory modifications to the present Pension Law or Rules and Regulations relating thereto which modifications would inure to the benefit of the employees if they were incorporated herein, such modifications shall be considered as incorporated herein without further action by or between the parties hereto. If same are optional, the parties shall bargain in good faith which respect to same promptly, unless adopted within three (3) months of expiration of contract, in which case, same shall be taken up as part of negotiations for new or renewed contract, unless delay would work serious hardship upon any party.

C. All vacancies shall be filled in the Police Department within six (6) months of the vacancies. In the event of a vacancy within the patrolmen's ranks, all efforts shall be made to fill the

vacancy sooner if feasible and appropriate.

ARTICLE XIX - COURT TIME

a. Court time, as referred to in this Article, shall consist of all time excluding regular tours of duty, during which any employee covered under this Agreement shall be required to attend a Municipal Court, County Court, Superior Court, Grand Jury proceeding, or other necessary official State or County Administrative Bodies as a direct result of his official duties.

B. When an employee covered under this Agreement shall be required to travel to and from any of the Courts or Administrative Bodies as noted in this Article such travel time shall be considered and included in the computation of the amount of overtime to which the employee is entitled, provided, however that such travel time shall be computed between the employer's Police headquarters and the pertinent Court or Administrative Body. Such time shall be paid as time and one-half.

The amount of time to which an employee may be entitled under this Article shall be not less than two (2) hours of time for all Courts and Administrative Bodies except the Guttenberg Municipal Court in which situation the employee entitlement to time under this Article shall not be less than one (1) hour of time at the appropriate rate or compensatory time off in lieu thereof.

ARTICLE XX - SALARIES

A. The base salaries for all supervisory personnel (Sergeants

and above) covered by this Agreement shall be as follows:

| | <u>Sergeant</u> | <u>Lieutenant</u> | <u>Captain</u> |
|--------|-----------------|-------------------|----------------|
| 7/1/97 | 55,019. | 63,271. | 72,764. |
| 7/1/98 | 57,770. | 66,435. | 76,402. |
| 7/1/99 | 60,659. | 69,757. | 80,222. |
| 7/1/00 | 63,692. | 73,245. | 84,233. |
| 7/1/01 | 66,877. | 76,907. | 88,445. |
| 7/1/02 | 70,221. | 80,752. | 92,867. |

ARTICLE XXI - LONGEVITY

A. All employees covered herein shall receive longevity on the following basis:

1. After 4th year of service 2% of base pay
2. After 8th year of service 4% of base pay
3. After 12th year of service 6% of base pay
4. After 16th year of service 8% of base pay
5. After 20th year of service 10% of base pay
6. After 24 yrs. of service and thereafter 12% of base pay

B. Eligibility for longevity is to be determined as of the anniversary of the employee.

C. Payments shall be made in weekly installments.

ARTICLE XXII - TRAINING

A. All police supervisors shall be required to train at the firing range at least once a year at the Town's expense as presently in effect, under the jurisdiction of the training

officer.

ARTICLE XXIII - SEPARABILITY AND SAVINGS

A. The Town and the Association recognize the applicability of Presidential Executive Order 11695 and other applicable present or future Executive Orders or Legislations dealing with economic controls on wages, prices, salaries, etc. Therefore, salary or wage increases or other economic changes will be put into effect to the extent that is legally possible. In the event of any or all of the salary increases or adjustments or other economic changes for 1975 or beyond cannot be legally made effective, such increases shall be omitted or proportionately adjusted according to law.

B. If any provisions of this Agreement or any application of this Agreement to an employee or group of employees is held to be invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby, and shall continue in full force and effect.

C. As to any invalid provision or application, the parties shall confer promptly to discuss the impact and bargain in good faith as to reasonable and feasible alternatives in the specific area involved in such invalid provision or application.

ARTICLE XXIV - EDUCATION ALLOWANCE

A. In addition to all other payments set forth in this Agreement, each employee shall receive payment for each college

credit earned in passing college courses related to or leading to a degree in Police Science or other related law enforcement degrees.

B. The above payment shall be one payment of Ten (\$10.00) Dollars per each credit earned in regular study in college, day or night, but not for correspondence courses, extension courses or the like.

ARTICLE XXV - FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXVI - TRANSPORTATION ALLOWANCE

Employees covered by this Agreement shall be reimbursed for tolls and parking fees not to exceed One Hundred (\$100.00) Dollars in the aggregate per calendar year for the Department. A police vehicle shall also be provided in the event an employee's personal vehicle is not available for training purposes sanctioned and approved by the employer.

ARTICLE XXVII - RIGHTS OF EMPLOYEES

In an effort to insure that departmental investigations are conducted in a fair manner which will contribute to good order and discipline, the following are hereby adopted:

1. The interrogation of a member of the Force shall be at a reasonable hour, preferably when the member of the Force is on duty, unless the exigencies of the investigation dictate otherwise.

2. The interrogations shall take place at a location designated by the Chief of Police. Usually it will be at the Police Headquarters or the location where the incident allegedly occurred.

3. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, and rest periods at the end of every two (2) hours, as required, without prejudicing the investigation.

4. The member of the Force shall not be subjected to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions. Normal police procedure will be utilized, and every police officer shall answer questions promptly and truthfully, subject to lawful privileges then asserted.

5. At every stage of the proceedings, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his Association representative which

shall not delay the interrogation beyond one (1) hour for consultation with his Association representative, or more than two (2) hours for consultation with his attorney. However, this paragraph shall not apply to routine day-to-day investigations.

6. In cases other than departmental investigations, if a member of the force is under arrest or if he is a suspect or the target of a criminal investigation, he shall be so informed.

7. Nothing herein shall be construed to deprive the Department of its supervisors of the ability to conduct the Department.

ARTICLE XXVIII - PERSONNEL FILES

A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the Office of the Chief of Police and may be used for evaluation purposes by the Police Chief, Mayor, Chairman, Police Committee and/or Governing Body.

Upon advance notice and at reasonable times, any member of the Police Department may at any time review his personnel file. However, this appointment for review must be made through the Chief of Police or his designated representative.

Whenever a written complaint concerning an officer or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal

in his file. When the employee is given a copy of the complaint, the identification of the complaint person or material that would help identify him/her shall be excised. However, if any disciplinary action is taken based on any complaint, then the employee shall be furnished with all details of the complaint, including the identity of the complainant.

All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom. Removal of any material from a personnel file by any member of the force shall subject the member to appropriate disciplinary action; subject to right of governing body to update files, discard obsolete materials and the like.

Each employee shall keep track of his own accumulated vacation days, holidays taken, sick days, and any other time which is available to the officer. In case of doubt, he may consult the Chief of Police for verification of same at reasonable intervals.

ARTICLE XXIX - AGENCY SHOP

Section 1. Any permanent employee in the bargaining unit on the effective date of this agreement who does not join the Union within thirty (30) days thereafter, any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the

unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to seventy-five (75%) percent of the regular Union membership dues, fees and assessments. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

2. The Union agrees that it will indemnify and save harmless the Town against any and all actions, claims, demands, possess or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the Town at the request of the Union under this Article.

ARTICLE XXX - REPLACEMENTS

No full-time employee covered by this Agreement shall be replaced by a non-police officer, part time or other personnel.

No post presently filled by a full time employee covered by this Agreement shall be covered by a non-police officer, part time or other personnel.

ARTICLE XXXI - TERM AND RENEWAL

This Agreement shall be in full force and effect as of July 1, 1996, and shall remain in effect to and including June 30, 2003.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Guttenberg, New Jersey on this 17 day of June, 1999.

LOCAL NO. 88, NEW JERSEY
STATE POLICEMEN'S BENEVOLENT
ASSOCIATION, INC. (Superior Officers)

By: POLMKA President Local 88

TOWN OF GUTTENBERG
HUDSON COUNTY, NEW JERSEY

By: Peter F. Maier Mayor

ATTEST:

By: Lt Joseph Longbotham

ATTEST:

By: Leila Maiten Rose

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